

Websites4Lettings – Terms and Conditions

These terms and conditions are between you and Websites4Lettings (a trading name of Letting4Success Limited).

1. Order and Payment

1.1 Acknowledgement and acceptance of the order by you of a 12-month CMS website subscription will be confirmed upon provision by you of order details and payment of the annual subscription fee of £299.95.

1.2 An order shall be accepted entirely at our discretion and if so shall constitute a legally binding contract between us and you. Such contract is hereafter referred to in these terms and conditions as an "order".

1.3 These terms and conditions shall take precedence over any contrary, different or additional terms and conditions contained or referred to in any quotations, estimates, prior order forms or other documents from us. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us.

1.4 Nothing in these terms and conditions shall prejudice any condition or warranty, expressed or implied, or any legal remedy to which we may be entitled in relation to the services provided.

2. Website Service

2.1 The annual subscription fee includes the provision of the following for 12 months from the date of your order:

- one URL (web address), subject to availability
- live website with built-in web editor
- web hosting
- technical support

2.2 Technical support will be delivered via email or telephone for queries relating to the website service, subject to reasonableness. We cannot be held responsible for problems caused by your computer hardware, other installed software or internet connection.

2.3 We cannot be held responsible for any software or hardware problems, damage or loss of information arising from use of the website service.

3. Force Majeure

3.1 We shall not be liable for delay or failure to perform any of our obligations under this order if the delay or failure is caused by any circumstances beyond our reasonable control.

3.2 For the purposes of this condition, *force majeure* shall include but not be limited to acts of God, war, terrorism, civil disorder, industrial dispute, natural disaster, fire or explosions.

3.3 Upon the occurrence of a *force majeure* event we shall be entitled to a reasonable extension of time for the performance of our obligations.

4. Exclusions

4.1 We shall not be liable for any direct loss or damage suffered by you howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

4.2 We shall not under any circumstances be liable for any indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise.

4.3 We or our insurers shall not be liable or investigate any claim for loss.

5. Copyright

Upon placing this order you agree not to resell or redistribute, in part or in whole, by any means electronic or otherwise, the website templates and design which is copyrighted by Letting4Success Ltd.

6. Contact

We aim to provide a high level of service to our customers. If you have an enquiry, comment or issue regarding the service provided by us, please do not hesitate to contact us via telephone or email.

7. Renewal(s)

7.1 Your subscription lasts 12 months from the date of the order. **At least 40 days before the scheduled expiry date of your subscription, you must notify us in writing that you wish to renew said subscription and make payment of £299.95 for the next 12-month period.** This applies to all subsequent annual subscriptions.

7.2 If you fail to notify us of a desired renewal in accordance with condition 7.1 above, we are entitled to take steps at our absolute discretion to effect the cancellation of your subscription, including not renewing the registration of your web domain and taking down your website on the scheduled expiry date.

8. Severability

If any part or parts of these terms and conditions should be found to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining clauses.

9. Jurisdiction

These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.